

**REQUEST FOR QUALIFICATIONS (RFQ) FOR
ENVIRONMENTAL ENGINEERING SERVICES
ST. LOUIS DEVELOPMENT CORPORATION
February 2012**

PURPOSE

St. Louis Development Corporation (SLDC) is seeking Statements of Qualifications from environmental engineering firms for the purpose of establishing a “short list” of firms from which SLDC and its affiliated agencies and authorities [Land Reutilization Authority of the City of St. Louis (LRA), the Port Authority of the City of St. Louis (Port), Planned Industrial Expansion Authority of the City of St. Louis (PIEA), and Land Clearance for Redevelopment Authority of the City of St. Louis (LCRA)] may secure environmental engineering services. The term of this prequalification is expected to be four years.

SCOPE OF SERVICES

The services which may be requested by SLDC and/or its constituent agencies during the multi-year period, and for which a Statement of Qualifications is requested, are generally as follows:

1. **Phase I Environmental Site Assessments** of real property, in compliance with the American Society for Testing and Materials (ASTM) Designation E-1527-05, consistent with the standard for All Appropriate Inquiry (AAI) as expressed in amendments to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). *Please note, it is expected by SLDC that all Phase I ESA work performed under contract will comply with the ASTM Designation E-1527-05 or more recent updates, as applicable; in addition, reports must include conclusions regarding the presence (or absence) of Recognized Environmental Conditions (RECs), recommendations regarding needed characterization of RECs, and a **detailed site plan depicting all relevant site features**.*
2. **Phase II Environmental Site Assessments** of real property, in compliance with applicable ASTM standards, and preparing reports explaining the nature, scope and extent of contamination and the estimated cost of remediating, removing, abating and/or reducing such contaminants. *Note: Federally-funded Phase II ESAs may require development, EPA approval, and use of Quality Assurance Project Plans (QAPPs), although in most instances, generic QAPPs already in place between the Missouri Department of Natural Resources (DNR) and the United States Environmental Protection Agency (EPA) should suffice.*
3. Characterizing and arranging proper disposal of both hazardous materials and petroleum products found abandoned on agency-owned sites, and Investigation Derived Waste (IDW).
4. Preparing remedial action plans in accordance with local, state, and federal requirements, and completing tiered risk assessments in accordance with the Missouri Risk Based Corrective Action (MRBCA) program.
5. Preparing specifications and assisting with bidding for building demolition, asbestos abatement, underground storage tank removal, characterization and disposal of

hazardous waste, and soil/groundwater cleanup projects in accordance with all local, state and federal requirements.

6. Providing oversight and contract administration for building demolition, asbestos abatement, underground storage tank removal, characterization and disposal of hazardous waste, and soil/groundwater cleanup projects once contract awards are made.
7. Preparing documentation for acceptance and compliance with programs administered by the Missouri DNR and Department of Economic Development (DED) including the Storage Tank Program, Petroleum Storage Tank Insurance Fund (PSTIF), the Brownfields/Voluntary Cleanup Program (B/VCP) and the DED's Brownfields Program (thus, requiring familiarity with all such programs and their technical, procedural and administrative requirements).
8. Completing engineers' estimates of probable cost, reviewing environmental engineering studies completed by others, and advising SLDC on possible courses of action.
9. Expert witness services for judicial processes relating to any project for which the firm was awarded work hereunder.

SLDC manages brownfield assessment and cleanup grants, as well as a variety local, state and federal funds that may be used in conjunction with the environmental engineering services contemplated in this RFQ. With respect to such work, the successful firms will be expected to be familiar with the regulations, requirements and policies of such programs. ***Note: SLDC requires all contracts for services to be at a fixed, or not-to-exceed cost, to state clearly how you plan to meet the goals of 25/5 percent Minority/Woman Business Enterprise utilization, and to include a schedule for completion.***

SUBMISSION FORMAT

Interested firms are to submit their Statements of Qualifications to:

**Chadwick Howell, CHMM
St. Louis Development Corporation
1015 Locust Street
Suite 1200
Saint Louis, MO 63101**

Seven paper copies of the Statement of Qualifications, in 8.5"x11" letter-size format, and one electronic copy in a PDF format must be received by 3:00 P.M. Local Time, Tuesday, April 3, 2012. Please limit your submission to the outline provided below and up to one separate brochure; submitters are encouraged to keep submittals concise and **limit content to no more than 15 pages**. Please provide the following information in sequence; evaluation criteria are provided in bold italics where applicable:

1. General Information

- a. List the name and title of individual(s) designated as the project manager(s), including business mailing address, fax and telephone numbers, and email address(es).

- b. Provide a brief description of your firm's history, number of years in business, number of local employees, the overall services offered locally, and your ability to meet the needs described in the Scope of Services section. **(Firm size, location, experience and available services, 20 points)**
- c. Provide relevant biographical information for the personnel who would be assuming primary responsibility for the projects described in the Scope of Services, including those meeting the definition of "Environmental Professional" per AAI and ASTM guidance. Please limit response to six or fewer individuals. **(Specialized experience, qualifications and technical competence of key staff, 30 points)**
- d. Provide a narrative discussion of your firm's health and safety practices and training, as well as your safety record for the past five years.
- e. Provide a narrative discussion of your firm's financial stability and strength.
- f. List the specific equipment that you own and would make available for use on projects described in the Scope of Services.
- g. Identify subcontractors you anticipate working with for activities listed in the Scope of Services section and describe your working relationship with those subcontractors.

2. Project Experience

- a. Provide a detailed list of at least 10 AAI/ASTM compliant Phase I and II ESAs performed by your firm during the past three years. For each project, include client's name, project name, project date(s), community in which the project was located, whether the site was enrolled in Missouri's Brownfields/Voluntary Cleanup Program, and estimated vs. final costs. For client confidential projects, you may omit client and project name, but please describe project and include costs. **(Project experience as described, 20 points)**
- b. Discuss experience with EPA assessment grants: writing grant applications; managing grants on behalf of recipients; performing assessments on behalf of recipients; writing Quality Assurance Project Plans. **(Project experience as described, 20 points)**
- c. Describe any experience performing environmental assessments or other related services with Community Development Block Grant (CDBG) or other programs funded through the US Department of Housing and Urban Development (HUD). **(Project experience as described, 10 points)**
- d. Discuss your experience managing UST cleanup through Missouri's Tanks Section and PSTIF. **(Project experience as described, 20 points)**
- e. Describe your experience writing applications and/or addressing contaminated sites through the Missouri DED's Brownfield Program. **(Project experience as described, 10 points)**
- f. Please provide a cost range for typical Phase I ESAs and your firm's typical fee schedule for other services.

3. Capacity

Please discuss your capacity to undertake concurrent Phase I and II Environmental Site Assessment activities citywide. Indicate the number of personnel that will be available to perform assessment work, and the geographic location of the office(s) from which those personnel will work. **(Capacity, 20 points; physical proximity to the city of St. Louis, 20 points)**

4. References

Please provide contact information for three client references that can provide information on the nature and results of both environmental assessment and cleanup/risk assessment work performed by your firm during the past two years. **(Reference responses regarding quality, timeliness, and cost control, 30 points)**

MBE/WBE/DBE Participation

The City of St. Louis is committed to the growth and development of women and minority business enterprise (M/WBE). In furtherance of this commitment, the policy of the City of St. Louis is to encourage minority participation in all contracts financed in whole or part by the City and its affiliated agencies and authorities. The City seeks to obtain participation by women and minority owned business enterprises and has as a goal at least twenty-five percent (25%) minority business enterprise participation and at least five (5%) women business enterprise participation as defined in the Mayor's Executive Order #28, as amended and extended (per Executive Order #44). Please provide a statement regarding the firm's policy in support of these goals.

LIVING WAGE ORDINANCE

Firms selected for the short list shall agree to comply with Living Wage Compliance Provisions and with the regulations for the entire term of any contract or agreement with SLDC or any of its constituent agencies or authorities and shall submit the reports required by the regulations for each calendar year or portion thereof during which such contract or agreement is in effect. Copies of the Ordinance and Regulations may be obtained at <http://www.mwdbe.org/living-wage> or by contacting Ms. La Queta Russell-Taylor, DBE Program Management Office, at 314-426-8185.

SELECTION PROCESS

A selection committee will be convened to review the statements of qualification and submittals from each firm, to score all submittals and to select a subset of firms scoring highest within a range adopted by the selection committee (these firms *may* be interviewed at a place and time determined by the selection committee).

Upon completion of its review of responses, the selection committee shall select the firms it deems best qualified, according the criteria described above for the "short-list" of approved firms from which SLDC and its constituent agencies may secure environmental engineering services. SLDC reserves the right to reject any or all submittals. The successful firms will be invited to

sign the attached *Prequalification Terms and Conditions*, the specific terms of which will govern all work awarded. Also required will be execution of the attached E-Verify document. SLDC will negotiate with the firms receiving the highest scores until a short list of 3-5 firms has been chosen.

SLDC reserves the right to modify or eliminate certain criteria or establish further criteria for evaluation of proposals, to require additional submissions, to waive any informality in submissions, to modify its selection process, to reject any or all proposals and to negotiate with successful respondents.

Prior to response submission, questions regarding this RFQ opportunity should be directed to Chadwick Howell, CHMM, at 314-622-3400, extension 207. Any communications relating to this RFQ, written, oral, electronic or otherwise, between firms submitting statements of qualifications in response to this RFQ (including their agents and family members) and SLDC, its constituent agencies and/or their respective staff, employees, commissioners, agents, directors, officials or officers is strictly forbidden during the time that Selection Committee deliberations are taking place. Firms violating this admonition will be disqualified. Members of the selection committee will be expected to submit a personal statement of personal/private interest as required by applicable law.

NO GUARANTY OF WORK

It should be understood by all firms submitting responses to this RFQ, and by those firms ultimately selected for the "short-list", that no firm selected can or will be guaranteed any amount or type of work during the period of time the short list is in effect. When SLDC and/or its constituent agencies require environmental services, SLDC may, in its sole unrestricted discretion, without offering the work to any other firm on the short-list, make an award to a firm on the short-list as it deems best qualified, most ready, willing and able to perform in a timely manner and/or most familiar with the subject real estate. Alternatively, SLDC may decide to take oral or written bids from one or more of the short-listed firms for a specific project. For certain projects deemed by SLDC to be complex, time sensitive or of particular importance, SLDC reserves the right, in its sole discretion, to publicly issue a separate RFP and/or RFQ, unrestricted by the short-list. SLDC reserves the right to reconstitute the short-list at any time acting in its sole unrestricted discretion.

ATTACHMENTS

Attachment A:	Terms and Conditions
Attachment B:	Notice & Instructions Regarding Unauthorized Alien Employment

Attachment A:
Terms and Conditions

PREQUALIFICATION TERMS AND CONDITIONS ENVIRONMENTAL ENGINEERING SERVICES

The following Terms and Conditions apply to environmental engineering firms (“Consultant”) pre-qualified for a “short-list” to provide environmental engineering services for the Land Reutilization Authority of the City of St. Louis (LRA), the City of St. Louis Port Authority (Port), the Land Clearance for Redevelopment Authority of the City of St. Louis (LCRA), the Planned Industrial Expansion Authority of the City of St. Louis (PIEA), and the St. Louis Local Development Company (LDC), all with addresses of 1015 Locust Street, Suite 1200, St. Louis, Missouri, 63101(collectively referred to hereafter as “the Authority”).

These Terms and Conditions, and the prequalification upon which they are based, will expire on December 31, 2015.

I. SCOPE OF SERVICES

From time to time proposals may be requested for certain environmental engineering services; a request may be directed solely to Consultant or may follow a bidding process (depending mostly on funding source and size of project) in which more than one firm on the short-list participates. For all requests for proposals, Consultant shall submit in writing to the Authority issuing the request, within the time prescribed, a not-to-exceed proposal setting forth, at a minimum: (i) the name and training discipline of all individuals who Consultant expects will be performing the requested services on its behalf; (ii) the analytical laboratory (if required); (iii) the proposed amount and percentage of certified Minority Business Enterprise (MBE) and/or Women Business Enterprise (WBE) involvement (or Disadvantaged Business Enterprise, if so required by the Authority); (iv) the rates (hourly and daily) associated with those individuals in (i) above, along with estimated quantities and associated timetables of services provided (this may include such items as the number of labor hours, supplies, the number and type of samples taken, travel expenses, etc.); and (v) a schedule for completing the tasks outlined in the Scope of Services.

Consultant’s proposal shall be signed by an authorized designee of Consultant and include a space for the Executive Director of Authority issuing the request to sign and date. Execution of the proposal, which shall incorporate by reference these Terms and Conditions with a copy attached to the proposal, and delivery to Consultant shall constitute both acceptance of the proposal as a Contract by the Authority, and notice-to-proceed from the Authority.

The Scope of Services requested by the Authority for any project may include one or more of the functions and tasks, as applicable:

a.) Phase I Environmental Site Assessments: The Consultant is responsible for performing such investigations in compliance with all local, state or federal regulations and laws, and in

accordance with the standard industry practice described in the American Society for Testing and Materials (ASTM) Designation E-1527-05 and/or the “All Appropriate Inquiry” standard described in the 2002 “Small Business Liability Relief and Revitalization Act” amendments to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). Notwithstanding the foregoing, a Phase I Environmental Site Assessment shall include the following: a summary of the findings of the investigation; future testing and remediation recommendations (if any); observations from the site visit; results of the historic search and regulatory review; references; site location map (USGS topographic), a site features map depicting relevant recognized environmental conditions, appendices of supporting documentation (including relevant photographs and copies of Sanborn fire insurance maps).

b.) Phase II Environmental Site Assessments: The Consultant is responsible to perform such investigations in compliance with all local, state or federal regulations and laws, and in accordance with standard industry practices including, but not limited to the most current ASTM guidelines. All proposals and reports must reference and comply with generic Quality Assurance Project Plans (QAPPs) in use by the Missouri Department of Natural Resources; all proposals must include a fully-completed Site Specific Quality Assurance Project Plan Addendum (SSQA). SLDC may at times require compilation (under separate contract) of site-specific QAPPs in accordance with federal requirements. Consultants performing Phase II Environmental Site Assessments are expected to store, characterize, account for, and properly dispose of all investigation derived wastes.

c.) Preparation of Abatement Design or Remedial Action Plans: The Consultant shall be familiar with all applicable local, state and federal environmental regulations and programs including, but not limited to the United States Environmental Protection Agency’s Brownfield Assessment and Cleanup Grants, the Missouri Department of Natural Resources’ Brownfields/Voluntary Cleanup Program (B/VCP), Missouri’s Risk- Based Corrective Action (MRBCA) program, and the Missouri Petroleum Storage Tank Insurance Fund. The Consultant will be expected to prepare all submissions required for enrollment, assessment, and cleanup of sites through the above programs.

d.) Abatement or Remediation Oversight Functions: When managing remediation on behalf of the Authority, the Consultant is responsible for ensuring that all on-site personnel adhere to the project specifications and all applicable local, state and federal regulations. Consultant shall be obligated to provide the Authority with progress reports and a final report containing such information as is reasonably required by the Authority.

e.) The following related functions and tasks may also be required by the Authority:

- attend meetings, seminars, conferences, etc. if requested by the Authority;
- be the Authority’s signatory representative as it relates to signing environmental waste manifests, chain-of-custody documents, and any other documents in which the Consultant is acting as the Authority’s representative, except for such signatures that incur additional costs to a project without prior written authorization from the Authority;

- review and provide comment on any environmental material, reports or documentation that the Authority presents to Consultant relating to a given project; and
- provide “expert witness” testimony related to a given project

II. TIME OF PERFORMANCE

Unless otherwise specifically agreed to by the Authority, the Consultant shall commence performance of the Services within five business days of receiving the Authority’s acceptance of a proposal and shall complete said work within the time set forth in the proposal. The time of performance may be extended for good cause as determined by the Authority.

III. COMPENSATION AND METHOD OF PAYMENT

For services rendered, the Consultant will be paid an amount not to exceed the amount set forth and calculated by the accepted Proposal. Unless specifically agreed by the Authority otherwise, Consultant shall be paid on a monthly basis for work actually and fully performed and conditioned upon the receipt from the Consultant of invoices indicating hours worked and services provided and a fully executed “Waiver and Release of Mechanic’s Lien” in the amount of the pay request. Each invoice shall include the firm identity and subcontracted amount for each M/WBE firm utilized for the Project and shall be submitted to the Authority, to the attention of the staff person who authored the Request.

If at any time any payment of an amount not less than five hundred dollars (\$500) is due Consultant hereunder (whether such payment is partial, full or final), and the Consultant is indebted to or in default on any obligation to any “Other Contracting Agency” (hereinafter defined), then the Authority, as a condition to releasing such payment to Consultant, may require that Consultant endorse up to fifteen percent (15%) of such payment over to the Other Contracting Agency. For purposes of any Contract, “Other Contracting Agency” shall include SLDC, LRA, Port, LCRA, PIEA, and LDC. The exercise of the contractual rights described herein shall in no way relieve the Consultant of any of its obligations under any agreement with the Other Contracting Agency. Moreover, Consultant acknowledges and agrees that nothing herein shall prevent the Other Contracting Agency from exercising any and all legal rights and remedies available to it as a result of the default. The Other Contracting Agency shall be deemed a third-party beneficiary of this clause. Consultant hereby releases and waives any and all claims against the Other Contracting Agency and the Authority arising from the exercise of the rights described in this paragraph.

IV. TERMINATION

a.) The Authority may terminate any Contract with Consultant at any time for any reason by notice in writing from the Authority to Consultant. Said termination shall be effective immediately upon Consultant’s receipt of such notice.

b.) In the event of such termination, Consultant shall be entitled to receive compensation for any satisfactory work completed by Consultant through the effective date of termination, and to

receive that portion of Consultant's actual expenses incurred through the effective date of termination. In no event shall the total amount of compensation to be paid to Consultant under any Contract exceed the maximum amount of compensation to be received by the Consultant as provided under Section III hereof.

c.) In no event shall Consultant have a claim for loss of profit damages in the event of termination hereunder. Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority as a result of breach of any Contract by Consultant, and the Authority may withhold payment to Consultant for the purpose of set-off until such time as the exact amount of damages due from Consultant is determined. The Authority's right to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

V. CHANGES

The Authority may, from time to time, request changes in the Scope of Services of the Consultant to be performed under an accepted Proposal; such changes, and any other changes to any Contract which are mutually agreed upon by and between the Authority and the Consultant, shall become effective only if incorporated in written amendment, executed by both parties.

VI. WORK PRODUCTS

The Consultant agrees that any work products created in connection with any Contract are for the confidential information of the Authority, and neither the Consultant nor any member of the Consultant's personnel will disclose any of the same to any person whatsoever, other than the Authority, its designees or its authorized representatives, except when expressly authorized, by the Authority in writing, to do so, or when compelled to testify in relation to such report or conclusion under oath in a judicial forum, or as may otherwise be required by law. All work products prepared by the Consultant under Contract shall be the property of the Authority and shall be delivered to the Authority, in both paper and electronic form, upon completion of the Services. All drafts of any written reports shall be clearly identified as such.

VII. PERSONNEL

a.) The Consultant represents that it has or will secure, at its own cost, all personnel required to perform the Services. Such personnel shall not be employees of, or have any contractual relationship with the Authority.

b.) All of the Services shall be performed by the Consultant or under its supervision and all personnel providing any services hereunder shall be fully qualified and shall be authorized or permitted under any and all applicable federal, state and local laws and regulations, to perform such services.

c.) Where applicable, appropriate local, state and federal wage rates must be paid by Consultant for work undertaken pursuant to any Contract.

VIII. DISCRIMINATION PROHIBITED

In hiring or employment made possible by or resulting from any Contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, age, physical handicap, marital status, sexual orientation or national origin, and shall be affirmative action taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, sexual orientation or physical handicap. No otherwise qualified person in the United States shall, on the grounds of race, color, religion, sex, age, physical handicap, sexual orientation, marital status, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from any Contract with the Authority.

IX. LIVING WAGE

For certain projects where the present value of funding provided by the City or any of its agencies exceeds \$20 million, the recipient may be required to comply with “Chapter 3.99 Living Wages” of the Revised Code of the City of St. Louis (Ordinance No. 65597). Please refer to www.slpl.lib.mo.us/cco/code/data/t0399.htm or www.mwdbe.org/livingwage for more information.

X. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state and local laws, ordinances and regulations, and applicable Executive Orders of the Mayor of the City of St. Louis and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Additionally, it is the policy of the City of St. Louis that minority-owned and women-owned businesses, as provided in the Mayor’s Executive Order 28, shall have an opportunity to participate in the performance of contracts utilizing city funds, in whole or in part. Accordingly, the requirements of the aforementioned Executive Order and any amendments thereto, shall apply to any Contract entered into by Consultant with the Authority.

XI. INDEMNIFICATION

a.) Consultant hereby acknowledges and agrees that as specific consideration for the Authority entering into any Contract with the Consultant, the Consultant to the fullest extent of the law, shall indemnify and defend and hold the Authority, the St. Louis Development Corporation (SLDC) and the City of St. Louis, their employees, agents and officials harmless from any and all losses, damage, liability or expense of any nature whatsoever whether incurred as a judgment, settlement, penalty, fine or otherwise (including court costs, interest, attorney’s fees and the cost of defense) in connection with any action or claim arising as a result of error, omission or negligent act of the Consultant or any violation of any statute, ordinance, order, rule or regulation of any governmental entity or agency by the Consultant in connection with the performance of the Services.

b.) Consultant shall make the Authority aware of all areas of Property relating to a specific Contract deemed not reasonably accessible. All areas of the Property shall be deemed reasonably accessible unless Consultant provides written notice to the Authority to the contrary prior to the “letting out” the abatement/remediation contract(s). In the event of such written notice, Consultant shall allow and permit the Authority reasonable time to make any such area reasonably accessible.

XII. WARRANTY/STANDARD OF CARE

The Consultant hereby warrants and represents: (1) that it possesses the required skills and qualifications to perform the Services and that it will perform same in good and workmanlike manner; (2) that it is familiar with the requirements of the State of Missouri Department of Economic Development’s Brownfield Redevelopment program, the Missouri Brownfield Voluntary Cleanup Program and Risk-Based Corrective Action, the Federal Brownfields initiative and all other local state and federal laws affecting or relating to the potential Scope of Services as set forth in Section I hereof; and (3) that the laboratories used for any services provided are qualified to perform such services in compliance with any local, state or federal regulations.

XIII. INSURANCE

a.) Consultant hereby agrees to maintain insurance underwritten by solvent insurance companies, having an “A.M. Best” rating reasonably acceptable to the Authority (or State Funds for Workers’ Compensation as may be required by state law) providing coverage for the following, effective immediately upon the execution of any Contract, or the commencement of the Services, whichever first occurs, to continue so long as the Services are being performed hereunder or for such longer period as specifically hereinafter provided:

1. The legal liability of Consultant under the Workers’ Compensation Act of any State, and under any other Employee Benefit Statute or similar law, to pay claims for bodily injuries, including death and disease sustained by employees in full statutory amounts required by the applicable state statutes in order to fully cover Consultant for such risk. Employers’ Liability coverage shall be included with a limit for liability of not less than one million dollars (\$1,000,000) per occurrence;
2. The legal liability of Consultant to pay claims because of damage to property and for injuries to or death of any person or persons for occurrences arising out of the Consultant’s performance under this Contract (including, without limitation, automobile exposure) exclusive of professional services covered under Part a.4 below. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000) per occurrence for any occurrences involving bodily injury, death and/or property damage;
3. The contractual liability assumed by the Consultant under Section X hereof. Said insurance shall be written with limits of not less than those specified in subparagraphs 1 and 2 above;

4. The legal liability for damages arising out of the performance of professional services caused by an error, omission or negligent act of the Consultant, any person employed by or contracted for by Consultant or any other person for whose acts Consultant is legally liable. Said insurance shall be written in limits of not less than one million dollars (\$1,000,000) with a deductible amount acceptable to the Authority. Consultant agrees to maintain such insurance for the duration of any Contract and for a period of not less than three (3) years following: (1) the date of final payment under any Contract, and (2) the delivery of the last of the lien waivers to be provided hereunder, whichever shall last occur, provided that such insurance is available at reasonable rates commensurate with industry standards.
- b.) The Authority, SLDC, and the City of St. Louis shall be included as additional insured under the insurance policies required under subparagraph a.2 above. Consultant will arrange with its insurance company to endorse its insurance policies accordingly. Consultant shall provide the Authority with certificates of insurance reflecting the above terms from Consultant's insurers on each of the foregoing coverages in form reasonably acceptable to the Authority.
- c.) All policies shall be written so that SLDC will be notified of cancellation or of any restrictive amendment of the policies at least thirty (30) days prior to the effective date of such cancellation or amendment.
- d.) Consultant shall be responsible for replacing cancelled coverage so that no hiatus in coverage occurs. Certificates of insurance or evidence of subscription to any State Fund shall be filed in duplicate with the Authority immediately upon execution of any Contract unless a currently valid certificate is on file with the Authority. Such certification shall indicate compliance with subparagraphs 1 through 4 of Paragraph "a" above.
- e.) Consultant shall not violate, or permit to be violated, any conditions of any of said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.
- f.) Consultant shall obtain either "occurrence" or "claims made" coverage. If Consultant has obtained "claims made" coverage to satisfy the foregoing insurance requirements, then Consultant agrees to maintain such "claims made" coverage for three (3) years beyond the performance of any Contract, provided that such insurance is available at reasonable rates commensurate with industry standards.
- g.) The right of Consultant to receive any payments under any Contract with the Authority is expressly contingent upon Consultant's full compliance with all provisions of this Section.
- h.) Consultant shall be responsible to ensure that all subcontractors of the Consultant maintain adequate insurance of the types described in Paragraph "a" above. The limits required shall be determined by Consultant in accordance with its evaluation of subcontractor's work to be performed.

XIV. MISCELLANEOUS

a.) Records Retention: Financial records, supporting documents, statistical records and all other records pertinent to any activity under any Contract with the Authority shall be retained by the Consultant for a period of three (3) years from the date of final payment under said Contract and all pending matters are closed. The Authority, upon request to Consultant, shall have reasonable access to any documents, books, papers, and records of Consultant which are directly pertinent to said Contract for the purpose of making an audit, examination, excerpts, and transcriptions.

b.) Independent Contractor: Both the Authority and Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under the any Contract with the Authority. Accordingly, Consultant shall be responsible for filing and payment of all taxes, including Federal, State and local taxes arising out of Consultant's activities in accordance with said Contract, including by way of illustration but not limitation, any Federal, State, or local income or earnings tax, Social Security tax, Unemployment Insurance, business license fee and any other taxes or fees that may be required.

c.) The Consultant shall not enter into any subcontracts for the performance of any Services on behalf of the Authority without the prior written consent of the Authority. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the provisions of these Terms and Conditions.

d.) The Consultant shall not assign any interest in any Contract with the Authority without the prior written approval of the Authority, provided, however, that claims for money due or to become due the Consultant from the Authority under any Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.

e.) As an inducement to the execution of any Contract between the Authority and Consultant, the Consultant represents and agrees that the Consultant has not employed any person to solicit or procure the Contract, and has not made and will not make any payment or any contract for the payment of any compensation in connection with the procurement of a Contract with the Authority, and that the Consultant does not now have, and will not acquire any interest, direct or indirect, present or prospective, in the Property and has not knowingly employed, and will not knowingly employ, in connection with work to be performed hereunder, any person having any interest during the term of any Contract with the Authority, either directly or indirectly.

f.) Consultant acknowledges that no member of the governing body of the Authority, and no other officer, employee, or agent of the Authority who exercises any functions or responsibilities in connection with the carrying out of a Contract with the Authority, shall have any personal interest, direct or indirect, in said Contract.

g.) Consultant acknowledges that no member of the governing body of the City of St. Louis, and no other public official of the City of St. Louis, who exercises any functions or responsibilities in

the review or approval of the carrying out of a Contract with the Authority, shall have any personal interest, direct or indirect, in said Contract.

h.) The failure of the Authority in any instance to insist upon strict performance of any of the terms hereunder or to exercise any rights conferred herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

i.) Any notice required or permitted under pursuant to any Contract between the Authority and Consultant when executed shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Authority: Mr. Chad Howell
1015 Locust Street, Suite 1200
St. Louis, MO 63109
314.622.3400 x207
howellc@stlouiscity.com

If to Consultant:

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or three days from the date of deposit into the mails in the case of delivery by registered or certified mail.

j.) These Terms and Conditions and the applicable Requests and Proposals when executed shall constitute the entire Contract between the parties with respect to the subject hereof and neither has been induced to make or enter into any other agreement by reason of any oral or written representation other than as contained therein. **Consultant acknowledges, agrees and understands that there is no guaranty, promise or representation by the Authority, SLDC or the City of St. Louis that Consultant will be awarded any work during the period Consultant is on the “short-list”.**

k.) The laws of the State of Missouri shall govern the interpretation and enforcement of any Contract with the Authority.

l.) The undersigned representative of Consultant hereby warrants and represents that he/she is authorized to sign the Prequalification Terms and Conditions on behalf of Consultant.

m.) It is the policy of LCRA pursuant to Mayor’s Executive Order #28, as amended, that Minority and Women-owned Business Enterprises (MBE/WBE) shall have an equal opportunity to participate in the performance of this contract. The policy regarding MBE/WBE participation

establishes goals of at least 25% MBE and 5% WBE participation. The LCRA will only count towards the MBE/WBE goals firms who, at time of bid opening, are certified by the City.

XV. INTEGRATED WRITING AND ENFORCEABILITY

These Terms and Conditions along with the applicable Requests and Proposals when executed constitute the final and complete repository of the agreements between the Authority and Consultant relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Neither the Authority nor Consultant has been induced to make or enter into any Contract by reason of any oral or written agreement or representation other than as contained herein. Modifications of these Terms and Conditions shall not be binding unless made in writing and signed by an authorized representative of each party. The provisions of these Terms and Conditions shall be enforced to the fullest extent permitted by law. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the provisions shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

XVI. SUCCESSORS IN INTEREST

Any Contract with the Authority shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Consultant agrees to abide by the Terms and Conditions set forth herein, for any Contract entered into with the Authority.

I have read the foregoing Prequalification Terms and Conditions and agree to abide by them upon executing a contract for services.

CONSULTANT

Authorized Signature

Title:

Date:

Attachment B:
Notice & Instructions Regarding Unauthorized Alien Employment

**NOTICE AND INSTRUCTIONS TO BIDDERS, RECIPIENTS AND SUBRECIPIENTS
REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO
EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (I), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of St. Louis, Missouri) to a business entity, the business entity ("Company") shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Development Corporation, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

Required Affidavit for Contracts Over \$5,000.00 (US) - Effective January 1, 2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the employer and a valid copy of the signature page of the MOU completed and signed by the employer, the Social Security Administration and the Department of Homeland Security. *See attached sample.*

The City of St. Louis encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling E-Verify: (888)-464-4218 or by e-mail at: e-verify@dhs.gov. E-Verify must be used for new hires only. It cannot be used to verify the employment eligibility of current employees.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ.
FOR ALL AGREEMENTS AND AWARDS IN EXCESS OF \$5,000.00
EFFECTIVE 1/1/2009

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____, who is _____ of _____, and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) That said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. **(An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page).**

By: _____
Print Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me this _____ day _____ of, 20____.

Notary Public
Print Name: _____

My commission expires:

FEDERAL WORK AUTHORIZATION PROGRAM

What is E-Verify?

E-Verify is a free and simple to use Web-based system that electronically verifies the employment eligibility of newly hired employees.

E-Verify is a partnership between the Department of Homeland Security (DHS) and the Social Security Administration (SSA). U.S. Citizenship and Immigration Services (USCIS) oversees the program.

E-Verify works by allowing participating employers to electronically compare employee information taken from the Form I-9 (the paper-based employee eligibility verification form used for all new hires) against more than 425 million records in SSA's database and more than 60 million records in DHS immigration databases. Results are returned in seconds. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling E-Verify: (888)-464-4218 or by e-mail at: e-verify@dhs.gov.

How Do I Register

An employer's participation in E-Verify is voluntary and is currently free to employers.

Users may access the Web-based access methods using any Internet-capable Windows-based personal computer and a Web browser of Internet Explorer 5.5 or Netscape 4.7 or higher (with the exception of Netscape 7.0).

To participate, an employer must register online and accept the electronic **Memorandum of Understanding (MOU)** that details the responsibilities of SSA, DHS, and the employer.

If your company wants to participate in E-Verify, as an E-Verify user, designated agent, or corporate administrator, or if your company is interested in the Web-service access method, select the "E-Verify Registration" link under "Related Links" on the right side of this page.

Frequently Asked Questions

Q : Why should I consider participating in E-Verify?

E-Verify is currently the best means available for employers to electronically verify the employment eligibility of their newly hired employees. E-Verify virtually eliminates Social Security mismatch letters, improves the accuracy of wage and tax reporting, protects jobs for authorized U.S. workers, and helps U.S. employers maintain a legal workforce.

Q : How do I register for participation in E-Verify?

You can register for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you the employer, the SSA, and USCIS. An employee who has signatory authority for the employer can sign the MOU.

Q : I am an employer with multiple hiring sites. Can one site verify everyone? How?

Yes, one site may verify new hires at all sites. When registering, the individual at the site that will be verifying new hires should select "multiple site registration" and give the number of sites per states it will be verifying.

Q : I am an employer with multiple hiring sites. Does every site need to enroll in E-Verify?

No, you can choose which sites to enroll.

Q : What is the required timeframe for conducting an employment eligibility check on a newly hired employee?

The earliest the employer may initiate a query is after an individual accepts an offer of employment and after the employee and employer complete the Form I-9. The employer must initiate the query no later than the end of three business days after the new hire's actual start date.

An employer may initiate the query before a new hire's actual start date; however, it may not pre-screen applicants and may not delay training or an actual start date based upon a tentative non-confirmation or a delay in the receipt of a confirmation of

employment authorization. An employee should not face any adverse employment consequences based upon an employer's use of E-Verify unless a query results in a final non-confirmation. In addition, an employer cannot use an employment authorization response to speed up an employee's start date. This would be unfair treatment to use E-Verify results to accelerate employment for this employee compared to another who may have received a tentative non-confirmation.

For example, Company X always assigns a start-date to new employees that is two weeks after the employee has completed an approved drug test. After the employee has accepted a job with Company X and after the employee and Company X completes the Form I-9, the company can initiate the E-Verify query. However, the company cannot speed up or delay the employee's start date based upon the results of the query (unless the program issues a final non-confirmation, in which case the employee should not be further employed).

Employers must verify employees in a non-discriminatory manner and may not schedule the timing of queries based upon the new hire's national origin, citizenship status, race, or other characteristic that is prohibited by U.S. law.